

**IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
DOCKET NO. 3:05CV133-H**

LAURA TIPPETT,

Plaintiff,

v.

**LAKE NORMAN CHRYSLER JEEP
DODGE, J. HARRILL, DANNY
UNKNOWN, and
DAIMLER CHRYSLER SERVICES
NORTH AMERICA, LLC,**

Defendants.

**MEMORANDUM AND ORDER
AND JUDGMENT**

THIS MATTER is before the Court on the Defendants' "Motion to Confirm the Arbitration Award" (document #23) filed April 25, 2006; and the "Plaintiff's Response ..." (document #24) filed May 10, 2006, in which the Plaintiff consents to the Court confirming the subject arbitration award, discussed below. The parties have consented to Magistrate Judge jurisdiction under 28 U.S.C. § 636(c), and this Motion is now ripe for determination.

On March 28, 2005, the Plaintiff filed her Complaint, alleging claims under the Truth in Lending Act, 15 U.S.C. § 1500 et. seq., related to her purchase of an automobile from Defendant Lake Norman Chrysler Jeep Dodge. It is undisputed that among the documents that the Plaintiff signed at the time of the sale was a "Retail Installment Contract" that contained an arbitration clause providing that "any claim [between the parties] arising out of or relating to ... [the sale] shall be settled by binding arbitration administered by the American Arbitration Association."

On June 30, 2005, and at the request of the parties, the undersigned stayed this action and

ordered them to submit their dispute to binding arbitration. See “Order” (document #22).

On March 27, 2006, and after a two-day hearing, the arbitrator issued an Award that denied Defendant Daimler Chrysler Services North America, LLC’s counterclaim for a \$11,680.03 deficiency judgment, granted the Plaintiff’s claim against Defendant Lake Norman Chrysler Jeep Dodge, and awarded the Plaintiff \$25,000 in damages and \$15,000 in attorneys’ fees, but also ordered her to reimburse Defendant Lake Norman Chrysler Jeep Dodge the sum of \$900, representing a portion of the costs of the arbitration that Defendant had previously paid.

On April 25, 2005, the Defendants filed their Motion to Confirm the Award and, unsurprisingly, the Plaintiff consents to the confirmation of the Award as well. Accordingly, with the consent of the parties, the Court will confirm the Award and enter a Judgment in the Plaintiff’s favor in the net amount of the Award, that is, \$39,100. Furthermore, as the parties also request, the Court will direct the Clerk of Court to receive the Defendant’s payment of the Judgment and disburse it to the Plaintiff.

NOW, THEREFORE, IT IS ORDERED:

1. The Defendants’ “Motion to Confirm the Arbitration Award” (document #23) is **GRANTED**, that is:

a. Defendant Daimler Chrysler Services North America, LLC’s counterclaim is **DISMISSED WITH PREJUDICE**.

b. **JUDGMENT** in favor of Plaintiff Laura Tippet is hereby **ENTERED** against the Defendant Lake Norman Chrysler Jeep Dodge in the principal amount of \$39,100.00 with interest from this date at the rate allowed by law, as well as costs of court.

2. The Clerk of Court is authorized and directed to receive the Defendant’s payment of the

Judgment and to disburse it to the Plaintiff.

3. The Clerk is further directed to send copies of this Memorandum and Order and Judgment to counsel for the parties.

SO ORDERED, ADJUDGED, AND DECREED.

Signed: May 11, 2006

Carl Horn, III

Carl Horn, III
United States Magistrate Judge

